

# David L. Kreider

## Independent Chartered Arbitrator, Mediator, Attorney and Solicitor

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**Born:** 1956, Ohio, USA

**Nationality:** American, New Zealander

### Highlights:

- **David L. Kreider, International Arbitrator.** Principal and full-time independent international arbitrator with offices in Hong Kong and Auckland, specializing in:
  - ✓ **IT/Telecommunications** (supply contracts, Service Level Agreements, network interconnection, mobile roaming, software licensing and distribution, Value Added Services, Voice over Internet Protocol, Point-Of-Sale computer systems);
  - ✓ **Intellectual Property** (license disputes, trademarks, brands, copyright, luxury goods, infringement, R&D and technology transfer agreements, franchising, agency, royalties, confidentiality and know-how, trade secrets, design patents and models);
  - ✓ **Finance** (broker-dealer agreements, investment agreements, guarantee agreements, share purchase and buy-back agreements, M&A, derivatives contracts, cross-border Chinese business disputes);
  - ✓ **Hospitality Industry** (disputes in relation to hotel management agreements and various hospitality industry joint-ventures).
- **Chairman of the New Zealand National Committee of the ICC International Court of Arbitration (2016 - 2019).** Responsible for proposing arbitrators to the ICC Court in Paris where the latter is called upon to appoint an arbitrator under Article 13(3), and for recommending new Court Members for appointment by the ICC World Council.
- **Alternate Member of the ICC International Court of Arbitration, Paris (June 2014 – June 2017).** Decides the appointment of arbitrators and their awardable fees; conducts Article 33 (ICC Arbitration Rules 2012) scrutiny reviews and approvals of final arbitral awards.
- **Chartered Arbitrator of the Chartered Institute of Arbitrators, London (Since 2006).** "Chartered" status is the highest level of membership in this global qualifications body.
- **Faculty member of the Chartered Institute of Arbitrators, London.** Regularly instructs the Institute's Diploma Course in International Commercial Arbitration.
- **Member of the New Zealand Markets Disciplinary Tribunal (July 2013 – April 2017).** Appointed by the New Zealand Government to serve on this independent disciplinary body, which conducts hearings to determine and impose penalties for financial market misconduct under the rules of the New Zealand Stock Market.

**Bar Admissions:**

England and Wales (2000); Hong Kong Special Administrative Region (1999); California (1992); District of Columbia (1987); New Jersey (1986); New York (1985); Florida (1981).

**Legal and Securities Experience Summary:**

David practiced as a trial lawyer in the United States for 14 years before relocating to Hong Kong in 1995 as the Director of Corporate Finance for the Securities and Futures Commission.

Working as the Head of Legal and General Counsel respectively for the world's top two telecommunications companies, Vodafone and China Mobile for 15 years meant that David successfully led substantial IT and IP litigation, mediation and arbitration cases. In 2013, David Kreider launched his own arbitration practice. Due to his extensive China experience and Mandarin capability, he is often appointed in cases involving one or more Chinese parties.

In the financial sector, David has work experience in three jurisdictions across the globe, serving as Chief of Enforcement with the U.S. Securities and Exchange Commission ("SEC") in New York; as the Director of Corporation Finance for the Hong Kong Securities and Futures Commission ("SFC"); and as a former Member of the New Zealand Markets Disciplinary Tribunal.

**U.S. Trial Counsel**

From his admission to the Florida bar in 1981, David acquired 14 years of U.S. courtroom experience as lead counsel in over 70 bench and jury trials in both the state and federal court systems, practicing first with a Florida litigation firm and then with major Wall Street law firm Pillsbury.

**U.S. Securities and Exchange Commission**

While with the U.S. SEC in New York, David led a team of lawyers and forensic accountants, launching investigations into insider trading and market manipulation cases, one involving high-profile derivatives dealings between Proctor & Gamble and Bankers Trust Company. He also prosecuted affinity frauds requiring Chinese language skills.

**Hong Kong Securities and Futures Commission**

In 1995, Hong Kong's SFC, in need of financial markets and securities law expertise with Chinese language capability, recruited David as its Director of Corporation Finance. He represented the Takeovers Executive in hearings of the Takeovers and Mergers Panel to determine disputes over the control of listed companies in Hong Kong. Also in Hong Kong, David joined Sidley Austin as Counsel, working on the commercial side preparing securities offerings for corporate clients in Greater China.

**General Counsel to China Mobile in Hong Kong**

From January 1999 to December 2004, 6 years, David Kreider was the General Counsel to China Mobile, the world's largest telecommunications operator. Reporting directly to the Chairman in Hong Kong, he guided the Company through challenging asset acquisitions and overseas securities offerings during a period of rapid economic growth in China. Travelling extensively throughout China, he advised senior management on SEC filings, due diligence, overseas listings, and investor relations. During his tenure, China Mobile raised US\$20 billion in overseas equity markets.

David was the point of contact for China Mobile in several CIETAC arbitration, mediation and litigation cases in China, assisting the Board in developing effective dispute resolution strategies. He helped China Mobile expand its digital platform and build out its network infrastructure, with Internet portals, backbone fiber-optic networks and technology start-up ventures. He coined several brand names, trademarks and marketing tag lines, in both English and Chinese, used with substantial telecommunications businesses. David played a central role in the formation and functioning of the US\$2.3 billion strategic alliance joint venture between China Mobile and Vodafone.

### **General Counsel to Vodafone in New Zealand**

After 10 years in Hong Kong, David joined Vodafone in New Zealand to head the Legal Department. He was personally responsible for all regulatory and business disputes, achieving successive wins in litigation, arbitration and mediation cases, contributing substantially to the Company's bottom line. David was also a member of the Executive Management Team, determining the strategic direction of the business and participating in decision-making about technology initiatives and business plans.

### **Resident in Asia**

With over 20 years' experience living in the Asia Pacific Region, often working in an all-Chinese environment, David speaks fluent Mandarin, reads both traditional and simplified Chinese characters, and knows basic Japanese. David Kreider is included on the panels of arbitrators of most major arbitral institutions.

### **Arbitration Experience:**

Appointed as chairman, sole arbitrator, co-arbitrator, or panelist in over 200 cross-border arbitration references and Internet domain name disputes, including ICC, HKIAC, SIAC and ICDR administered and ad hoc proceedings:

- Jointly designated sole arbitrator in a Hong Kong seated dispute between a New Zealand purchaser of leveraged off-chain digital tokens and an on-line cryptocurrency exchange alleging that the Respondents' structured financial product failed to perform as represented resulting in losses to the Claimant. HKIAC Administered Arbitration Rules and Hong Kong law. Amount in controversy approximately US\$ 1,000,000.
- Co-arbitrator in a Hong Kong seated joint venture dispute between American, Dutch and offshore parties seeking declaratory relief and money damages in connection with the break-up of a computer and mobile games joint venture in Mainland China. ICC Rules and Hong Kong law.
- Sole arbitrator in a Singapore seated dispute between Norwegian and Maltese Claimants and a Singaporean software engineering company in consolidated actions arising out of professional services agreements alleged to require payment in cryptocurrency tokens minted by the Respondent or equity shares of the Respondent company. SIAC Rules and Singapore law. Amount in controversy US\$ 18,000,000.
- Emergency Arbitrator in a Singapore seated dispute involving the alleged misappropriation of cryptocurrencies owned by a P.R. China investor by the operator, a Singapore corporation, of a Bitcoin mining pool and off-chain digital wallet and trading platform application. SIAC Rules. Amount in dispute US\$ 2,000,000.
- Sole arbitrator in a Hong Kong seated dispute between Singaporean, Hong Kong, and P.R. China parties arising from an alleged default under a bond instrument, promissory note and call option agreement. Hong Kong and PRC law and HKIAC Administered Arbitration Rules. Amount in controversy at least US\$ 107,000,000.
- Sole arbitrator in a Colorado U.S.A. seated dispute between California and P.R. China parties alleging breach of an agreement to settle patent infringement claims in connection with U.S. sales

of consumer electronics products. State of Colorado and United States law and AAA Commercial Arbitration Rules, Procedures for Large, Complex Commercial Disputes.

- Co-arbitrator in a dispute between offshore, Japanese and P.R. China parties to a shareholder agreement involving claims for damages and other relief in connection with a failed initial public offering (IPO). The arbitration clause requires that the arbitrators "*shall be qualified to practice law in New York*". HKIAC Administered Arbitration Rules and New York law.
- Co-arbitrator in a Hong Kong seated arbitration between U.S., Ireland and P.R. China parties involving the alleged breach of a license agreement, infringement of semiconductor intellectual property and misuse of electronic design automation (EDA) software in manufacturing telecommunications networking equipment. HKIAC Rules and California law. Amount in controversy US\$ 38,000,000.
- Co-arbitrator in a Hong Kong seated arbitration between U.S., Dutch and P.R. China parties involving claims for declaratory and other relief with the alleged infringement of Standard Essential Patents (SEPs), and royalties at Fair, Reasonable and Non-Discriminatory (FRAND) rates under a license agreement. The arbitration clause requires that all three arbitrators "*shall be fluent both in English and Chinese.*" HKIAC Rules and California law.
- Presiding arbitrator in a Hong Kong seated dispute involving the alleged misappropriation of computer software, trade secrets and IP between Swedish and P.R. China parties under a co-operation agreement. HKIAC Rules and German law. Amount in controversy US\$ 6,000,000.
- Sole arbitrator in consolidated Singapore seated arbitrations between a Singapore incorporated asset manager and various asset holding SPVs alleging breach of investment advisory agreements and misappropriation of IP by an Indian incorporated real estate investment advisory firm. SIAC Rules and Singapore law. Amount in controversy S\$ 30,000,000.
- Sole arbitrator in a Hong Kong seated dispute between Asian corporate parties to determine the ownership of patent and other intellectual property rights in relation to a biomedical joint venture agreement governed by Singapore law. HKIAC Administered Arbitration Rules.
- Co-arbitrator in a Hong Kong seated arbitration between Middle Eastern and Hong Kong parties about an agreement for the sale and purchase of the shares of a UK consumer digital electronics manufacturer and distributor. HKIAC Rules and Hong Kong law. Amount in controversy € 10,000,000.
- Sole arbitrator in a Singapore seated dispute between UAE, Singaporean and Indian parties arising under a motion picture Distribution Agreement. SIAC Rules and Singapore law. Amount in controversy S\$ 1,800,000.
- Sole arbitrator in a Singapore seated dispute between Asian and European telecommunications services providers arising out of a wholesale International Direct Dial ("IDD") interconnection services agreement with an arbitration clause requiring that the arbitrator "*shall be familiar with the telecommunications and/or information technology sector.*" SIAC Rules and Singapore law. Amount in controversy S\$ 9,000,000.
- Emergency Arbitrator in a Singapore seated arbitration by a Southeast Asian casino operator seeking injunctive and other relief for the alleged misappropriation of trade secrets and confidential information by a former employee. SIAC Rules and Singapore law.
- Co-arbitrator upon nomination of a Bermudian insurance company as Claimant in a Singaporean seated dispute arising under a software licensing agreement with a Singaporean Respondent. SIAC Rules and Singapore law. Amount in controversy S\$ 8,500,000.
- Presiding arbitrator in a Singapore seated dispute between Indonesian and Singaporean parties about licensing media rights to broadcast digital streaming live and on-demand entertainment over various technology platforms. SIAC Rules and Singapore law. Amount in controversy US\$ 8,000,000.
- Sole arbitrator in a Singapore seated Expedited Procedure under Rule 5 about a dispute between a Korean licensor of online games, a Southeast Asian licensee and a Korean software games developer. SIAC Rules and Singapore law. Amount in controversy S\$ 4,000,000.
- Sole arbitrator in a Hong Kong seated dispute between a telecommunications equipment manufacturer and an insurer under a professional liability insurance policy. HKIAC Domestic Arbitration Rules. Amount in dispute more than US\$ 10,000,000.

- Co-arbitrator in a Hong Kong seated dispute arising out of an agreement between a fintech venture capital firm, acting through a Cayman Islands SPV, and the P.R. China shareholder of a centralised cryptocurrency exchange, to provide Series A equity financing. Hong Kong law. UNCITRAL Rules. Amount in dispute US\$ 100,000,000.
- Presiding arbitrator in a Singapore-seated dispute between Asian parties arising out of a trademark license agreement for consumer electronics. New York law. SIAC Rules. Amount in dispute more than US\$ 100,000,000.
- Emergency Arbitrator in a Hong Kong seated shareholder dispute between P.R. China and offshore parties arising out of a corporate restructuring agreement. Hong Kong law. HKIAC Administered Arbitration Rules. Amount in dispute more than US\$ 100,000,000.
- Appointed President upon joint nomination by the co-arbitrators in a Seoul seated dispute between Asian parties arising out of an ERP/CRM software licensing agreement governed by Korean law. ICC Rules. Amount in controversy US\$ 9,000,000.
- Sole arbitrator in a Hong Kong seated dispute between Japanese and Chinese parties arising out of agreements for the sale and purchase of precision scientific equipment governed by Hong Kong law. HKIAC Administered Arbitration Rules. Amount in controversy US\$ 5,000,000.
- Co-arbitrator in a Singapore seated dispute between Asian parties arising out of various hotel management agreements. SIAC Arbitration Rules. The arbitration agreement requires that the arbitrators "*shall have experience of the hospitality industry*". Amount in controversy US\$ 15,000,000.
- Co-arbitrator in a Macao seated dispute between Macanese and Indochinese parties about a gaming joint venture. SIAC Arbitration Rules. Amount in controversy US\$ 200,000,000.
- Co-arbitrator in a Hong Kong seated dispute arising from a settlement agreement between shareholders. HKIAC Administered Arbitration Rules. Amount in dispute US\$ 2,500,000.
- Co-arbitrator in a Singapore seated dispute between Bermudan and Indonesian parties arising out of an agreement for the sale and purchase of telecommunications equipment governed by Singapore law. SIAC Arbitration Rules. Amount in controversy US\$ 17,000,000.
- Co-arbitrator in Hong Kong seated arbitral proceedings involving a dispute between Dutch and Chinese parties to a hotel management agreement governed by Chinese law. HKIAC Administered Arbitration Rules. Amount in controversy US\$ 3,500,000.
- Sole arbitrator in a Hong Kong seated trademark licensing dispute between Japanese and Chinese parties. HKIAC Administered Arbitration Rules. Amount in controversy US\$ 2,500,000.
- Co-arbitrator in four Hong Kong seated references between a Singapore claimant and Asian and offshore respondents alleging breach of a share purchase agreement and related guarantees. UNCITRAL Rules. Amount in controversy US\$ 15,000,000.
- Co-arbitrator in five Singapore seated references by a U.S. based securities broker alleging breach of customer agreements by multiple Asian respondents. ICDR Rules. Amount in controversy US\$ 15,000,000.
- Sole arbitrator in a trademark licensing dispute seated in Hong Kong between Dutch and Chinese parties pertaining to the manufacture and distribution of luxury clothing and household furnishing products. ICC Rules. Amount in controversy € 4,500,000.
- Sole arbitrator and chairman, respectively, in two related Hong Kong seated proceedings involving a trademark licensing dispute between Singapore and Chinese parties pertaining to a luxury hotel brand in China. The arbitration agreement required that the arbitrator be '*bilingual in both Chinese and English*'. HKIAC Administered Arbitration Rules. Amount in controversy US\$ 3,500,000.
- Co-arbitrator in a dispute seated in Toronto over a trademark licensing and product distribution agreement for water treatment technologies. ICDR Rules. Amount in controversy US\$ 12,000,000.
- Chairman in a dispute seated in Singapore between Australian and Malaysian parties to a software distribution and trademark licensing agreement. The arbitration agreement required that the arbitrator '*must have recognized expertise in information technology*'. SIAC Rules. Amount in controversy US\$ 600,000.

- Co-arbitrator in a Hong Kong seated dispute between a UK telecommunications company and a Chinese telecommunications VAS (Value Added Services) provider for breach of an acquisition agreement. ICC Rules. Amount in controversy US\$ 110,000,000.
- Co-arbitrator in a Hong Kong seated *ad hoc* arbitration between U.S. and Chinese parties involving a failed acquisition agreement and telecommunications and IP licensing issues under Chinese law. UNCITRAL Rules. Amount in controversy US\$ 80,000,000.
- Sole arbitrator in a Singapore seated dispute arising under an agreement between a Singapore ISP (Internet Services Provider) and a Singapore hotel management company for the installation of a VoIP (Voice over Internet Protocol) telecommunications network. SIAC Rules. Amount in controversy US\$ 500,000.
- Sole arbitrator under a contract between Singapore parties for the construction and testing of a POS (Point-Of-Sale) computer system. SIAC Domestic Arbitration Rules. Amount in controversy US\$ 150,000.
- Rendered more than 100 administrative panel decisions in Internet domain name disputes, both in English as well as in the Chinese language (*See below* List of Internet Domain Names Decisions).

### **Mediation Experience:**

During his career as a trial lawyer in private practice, David Kreider represented commercial clients in more than 20 court-ordered commercial mediation proceedings. Later, as in-house general counsel, he advised and represented his employers, China Mobile and Vodafone, in mediation proceedings. He was among the first group of Americans selected to receive mediation training at CCPIT (China Council for the Promotion of International Trade) headquarters in Beijing in July 2004 and be included on the panel of mediators of the US-China Business Mediation Center established by CCPIT. He received accreditation as a CEDR (Center for Effective Dispute Resolution) Mediator in July 2008 and, on 24 May 2019, was included on the Panel of Mediators of the CIETAC (China International Economic and Trade Arbitration Commission) Mediation Center.

In August 2020, pursuant to an appointment by the HKIAC, Mr. Kreider conducted a two-day mediation hearing between Thai and Chinese parties in connection with a dispute arising out of a hotel management agreement with a value in excess of USD 60,000,000.

### **Appointments to Institutional Panels of Arbitrators:**

- Hong Kong International Arbitration Centre (Hong Kong);
  - Specialist Panel of Arbitrators for Intellectual Property Disputes;
  - Specialist Panel of Arbitrators for Financial Services Disputes;
- Singapore International Arbitration Centre (Singapore);
  - Specialist Panel of Arbitrators for Intellectual Property Disputes;
- China International Economic and Trade Arbitration Commission (Beijing);
- Beijing Arbitration Commission (Beijing);
- Tianjin Arbitration Commission (Tianjin);
- Jinan Arbitration Commission (Jinan);
- Shanghai International Arbitration Center (Shanghai);
- Shenzhen Court of International Arbitration (Shenzhen);
- Chinese Arbitration Association (Taipei);
- Korean Commercial Arbitration Board (Seoul);
- The Japan Commercial Arbitration Association (Tokyo);
- Pacific International Arbitration Center (Ho Chi Minh City);
- Kuala Lumpur Regional Centre for Arbitration (Kuala Lumpur);
- International Centre for Dispute Resolution (New York);
- International Institute for Conflict Prevention and Resolution (New York);

- National Arbitration Forum (Minneapolis);
- Chartered Institute of Arbitrators' Arbitration Panel (London);
- Australian Centre for International Commercial Arbitration (Sydney);
- Arbitrators' and Mediators' Institute of New Zealand Limited (Auckland);
- British Columbia International Commercial Arbitration Centre (Vancouver); and,
- Dubai International Arbitration Centre (Dubai);

**Employment History:**

- Full-Time Independent Arbitrator and Principal of David L. Kreider, International Arbitrator (2013 – present)
- Legal Director and Member of the Executive Board, Vodafone New Zealand, Auckland (2005-2013)
- General Counsel, China Mobile, Hong Kong (1999-2004)
- Counsel, Sidley Austin Brown & Wood, Hong Kong (1997-1998)
- Director of Corporation Finance, Hong Kong Securities & Futures Commission (1995-1997)
- Branch Chief, Enforcement Division, United States Securities and Exchange Commission, New York City (1992-1994)
- Associate, Pillsbury Winthrop Shaw & Pittman LLP, Palm Beach, Florida (1984-1992)
- Associate, Kaplan, Jaffe & Gates, Ft. Lauderdale, Florida (1981-1984)

**Professional Associations:**

- Chairman of the New Zealand National Committee of the ICC International Court of Arbitration, Paris (September 2016 – April 2019)
- Appointed New Zealand's Alternate Member to the ICC International Court of Arbitration, Paris (June 2014 – June 2017)
- Appointed to the New Zealand Markets Disciplinary Tribunal, which hears and determines matters relating to the conduct of parties regulated by the NZX Participant Rules, the NZX Listing Rules, the NZX Derivatives Market Rules and the Clearing and Settlement Rules of New Zealand Clearing Limited (2013-2017)
- Appointed to ICDR Code of Conduct and Professional Ethics Committee (September 2013)
- Director, Australian Centre for International Commercial Arbitration (2011- 2016)
- Director, American Arbitration Association (2010 – 2016)
- Chartered Arbitrator / Fellow / Panel Arbitrator, The Chartered Institute of Arbitrators (2006 – present)
- Fellow, Hong Kong Institute of Arbitrators
- Fellow, Singapore Institute of Arbitrators
- Fellow (Arbitration), Arbitrators' and Mediators' Institute of New Zealand
- Member, Silicon Valley Arbitration and Mediation Center, Palo Alto
- International Council for Commercial Arbitration
- Association Suisse de l' Arbitrage
- London Court of International Arbitration, Asia Pacific Users' Council

**Publications:**

- *How Much Justice is Enough?* Comparative Law Journal of the Pacific, vol. 22 (September 2016) 47.
- Chapter 12 – ‘The Award’, in P Yuen, D McDonald and A Dong (eds), *Chinese Arbitration Law* (Hong Kong, LexisNexis) 339 - 364.
- *Whose Dispute is it Anyway? Dispute Resolution from the User's Perspective*, Korean Arbitration Review, October 2014.

- *Selecting the Arbitrator*, Journal of the Institute of Arbitrators & Mediators, Australia, December 2013.
- *Managing Offshore Arbitration Proceedings - Selecting the Arbitrator*, paper presented at Asia Pacific Regional Arbitration Group Conference, 27-29 June 2013, Beijing.
- *The Right Clauses for Your Client's Next Big Deal - How to Draft an International Disputes Clause*, paper presented at Arbitrators' and Mediators' Institute of New Zealand Annual Conference, 2-4 August 2012, Wellington.
- *A Corporate General Counsel's Perspective on Arbitration*, paper presented at Arbitrators' and Mediators' Institute of New Zealand Annual Conference, 4-6 August 2011, Auckland.
- *Dispute Resolution Practices in the Chinese Telecommunications Industry*, Asian Dispute Review, October 2007.
- *New Zealand's Telecommunications Industry Volunteers a Dispute Resolution Scheme for Consumers*, Asian Dispute Review, January 2007.

**Education:**

- Chartered Institute of Arbitrators' Diploma in International Commercial Arbitration, London, England (2007)
- Doctor of Laws, University of Miami School of Law, Florida, USA (1981)
- Bachelor of Arts, East Asian Studies, Muhlenberg College, Pennsylvania, USA (1978)
- Oberlin-in-Taiwan Intensive Program in Chinese Studies, Taiwan (1975-76)

**Languages:**

- English (native);
- Mandarin Chinese (fluent); Level 5 under the Hanyu Shuiping Kaoshi ("HSK") Chinese language examination administered by the Ministry of Education of the People's Republic of China (Level 6 being the highest level); Level 5 under the Chinese Language Proficiency Scales for Speakers of Other Languages ("CLPS") (level 5 being the highest level).
- Japanese (working knowledge).

## Internet Domain Name Decisions

- IBANFIRST: D000025525 <ibanfirst.co.uk>;
- Lassonde Industries Inc.: 20449-UDRP <lassonde.com>;
- Fair Isaac Corporation: FA2303002034670 <ficopump.com>;
- Fieldfisher LLP: DRS25459 <fieldfishers.co.uk>;
- Deeded, Inc.: 18538-UDRP <deeded.com>;
- S.J. Electro Systems, Inc.: DRS25169 <sjerhombus.co.uk>;
- Lowmac Alloys Ltd: DRS25204 <lowmac-bin-empty.co.uk>;
- JOHN SWIRE & SONS LIMITED: HK-2201662 <swireglobal.com>;
- GW RESEARCH LIMITED ( 吉伟研究有限公司 ) : DCN-2201049 <epidiolex.cn>;
- Martin Gouda: 17349-UDRP <martingouda.com>;
- Johnson & Johnson: FA2208002006935 <benadryl.tokyo>;
- Labelbox, Inc.: FA2208002007017 <lablebox.com>;
- Rumbletums (Kimberly) Ltd: D24866 <rumbletums.org.uk>;
- RIGHTMOVE GROUP LIMITED: D24715 <rightmove.co.uk>;
- VELCRO BVBA and VELCRO IP HOLDINGS LLC: HK-2201621 <quwinvelcro.com>;

- Novartis AG: D24580 <novartislaboratoriesltd.co.uk>;
- Fluke Corporation: FA2203001990461 <fluketest.com>;
- LAFUMA SAS: FA2204001990799 <lafumaoutlets.store>;
- Nutramax Laboratories, Inc.: FA2202001984101 <eezycosequins.com>;
- Boiler Medic: D24395 <boilermedics.co.uk>;
- Euromarket Designs, Inc. d/b/a Crate & Barrel: FA2201001981715 <crateandbarrel.ltd>;
- PRADA S.A.: D24303 <pradabeauty.uk>;
- BBY Solutions, Inc.: FA2201001979310 <geek-squad-support.net>;
- Tarmac Group: D24167 <tarmacbluecircle.co.uk>;
- Komatsu America Corp.: FA2110001968785 <mykomatsuparts.com> and two other domains;
- Walmart Apollo, LLC: CDRP-16133 <walmartrewards.ca>;
- Skyscanner Limited: D23962 <skyscannertravels.uk>;
- RTIC Outdoor, LLC: FA2108001960218 <rtic-coolers.shop>; FA108001961303 <rticoutdoor.online>;
- Bitwarden, Inc.: FA2108001959741 (URS Default Decision) <bitwarden.cool> and another domain; FA2108001959741 (URS Final Decision);
- BB IN Technology Co., Ltd.: HK-2102491 <bbin1122.com>; HK-2102495 <bbinqxw.com>; HK-2101498 <bbinbct.com>; HK-2101506 <bbinco.org> and two other domains;
- TT of Riviera Beach, Inc. d/b/a I-95 Nissan: FA210700195529 <i95nissan.com>;
- Nipro Corporation: D23817 <niproeurope.co.uk>;
- Cult Beauty Ltd: D23614 <cultbesuty.co.uk>;
- Hashkey Digital Asset Group Limited: FA2104001939997 <hashkeyprime.com>;
- Reliable Credit Association, Inc.: FA2103001935932 <reliablecreditloan.com>;
- Savage Jewellery Ltd: D23447 <savagejewellery.co.uk>;
- Madrivo Media, LLC: FA2102001931132 <adsrivo.com>;
- Traxys North America LLC: UDRP-14373 <tarxys.com>;
- L'Oréal: D23199 <lancome-perfectskin.co.uk>;
- Spectrum Brands, Inc.: FA2011001921890 <pfister.design>;
- voestalpine High Performance Metals Pacific Pte. Ltd.: HK-2001406 <assab.xyz>;
- Sands Capital Management, LP: D23156 <sandsuk.co.uk>;
- Maxwell Electronics Limited: HK-2001380 <maxwell-electro.com>;
- Lidl Stiftung & Co. KG: FA2007001905725 <lidl-offer.club>;
- Adore Takeaway: D22755 <adoretakeaway.co.uk>;
- Loew's Hotels, Inc.: D22577 <loews.co.uk>;
- External Skate Protection Inc.: UDRP-12132 <shotblockers.com>;
- Securian Financial Group, Inc.: FA2005001896814 <mnlifeinsurance.com>;
- Apple Inc.: FA2002001882987 <zhicloud.net>;
- Ian Schrager Company: FA2004001892062 <schragercompany.org>;
- Buildplans Ltd.: D22358 <buildplans.co.uk>;
- Facebook, Inc.: D22283 <facebookshop.co.uk>;
- Dart Industries, Inc.: FA2001001881341 <rosatupperware.icu>;
- Zenimax Media Inc.: FA1912001877105 <morrowind.online>;
- Which? Limited: D02055 <willswich.co.uk>;
- Wiluna Holdings, LLC: FA1911001869579 <clips4sales.com>;
- NG Brand: D21909 <nicolasghesquiere.co.uk>;
- CFA Institute: FA1910001866970 <cfa.plus>; FA1912001875687 <cfainstitute.site>;
- Webster Financial Corporation: FA1909001861084 <hsabank.com>;
- Özdemir Üç Tekstil San. ve Tic. Ltd.: D00021755 <selectoutlet.co.uk>;
- CK Hutchison Holdings Limited: HK-18010193 <ckh.com>;
- Honan Insurance Group Pty Ltd: FA1902001828834 <honan.com>;
- Charter Communications Holding Company, LLC: FA181200182026 <spectrum.tv>; FA2011001921179 <spectrum-voice.com>;
- Rockwell Automation: FA1811001818237 <factorytalk.com>;

- Paypal, Inc.: FA1811001814596 <mappaypal.com>;
- MYOB Technology Pty Ltd: HK-18010171 <myobcenter.com>; HK-18010170 <myob360.com> and two other domains;
- Coachella Music Festival LLC.: FA1810001811658 <coachellavipexperiences.com>;
- Dieline Media, LLC: FA1808001800004 <dieline.com>;
- WiseTech Global Limited: CN-1801177 <wisetech-global.com>;
- Philip Morris Products S.A. (菲利普莫里斯产品有限公司) : HK-1801110 <iqos-a.com> and another domain;
- Aqua Engineering & Equipment, Inc.: FA1805001785667 <aquaefx.com>;
- Anastasia M. Poulopoulos: FA1805001786277 <appealmytaxes.com>;
- 彭博财经有限合伙企业: FA1804001782012 <bloombergvoice.xyz>;
- William B. Fuccillo / Fuccillo Automotive Group: FA1803001779226 <billyfuccillo.com>;
- Marquee Holdings Ltd.: HK-1801075 <w83.com> and 19 other domains;
- Guess? IP Holder L. P. and Guess? Inc.: FA1802001770358 <g81.com>;
- Aston Martin Lagonda Ltd.: FA1802001773723 <astonmartin.link>;
- Andrew M Lind / Red Thread Studios LLC / Labyrinth Escape Games, LLC: FA1801001765496 <redthreadstudios.org> and another domain;
- Bulgari Hotels S.p.A.: DCN-1700789 <bvlgarihotels.cn>;
- Entertainment One UK Limited: HKS-1700032 <peppapig168.xin>;
- Transamerica Corporation: FA1712001760941 <ontrackinvestments.com>;
- Gakko, Inc.: FA1711001756756 <gakko.com>;
- Alibaba Group Holding Limited: HKS-1400003 <aliexpress.camera> and 4 other domains; DCN-1700776 <alipayhk.cn> and another domain; DHK-1700150 <alipayhk.hk> and another domain; DHK-1700151 <alipayhk.com.hk> and another domain; HK-1701026 <alipayhk.com> and another domain;
- Etsy, Inc.: FA1710001753224 <esty.com>;
- Maurice Mizrahi / Mizco International, Inc.: FA1710001754962 <digipower.com>;
- Marshall Amplification PLC: DCN-1700775 <marshallamp.com.cn>;
- Charles E. Runels, Jr.: FA1709001749824 <pshot.com>;
- Morgan Stanley: FA1709001747467 <morganstanley-investmentbank.vip> and 7 other domains;
- Sasol Limited: FA1708001745580 <sasol.vip>;
- XCMG Construction Machinery Co., Ltd.: DHK-1700148 <xcmgmachinery.hk>;
- 3S-Smart Software Solution: FA1708001743028 <codesys.cloud> and 2 other domains; FA1806001793177 <codesys.xyz>; FA1906001849963 <codesys.tech>;
- Trustees of the Williamson Family Trust, etc., et al.: FA1707001740611 <williamsonwine.com> and 1 other domain;
- Parfums Christian Dior: DCN-1700753 <dior-v-cn>;
- Huntsman International, LLC / Clariant AG: FA1706001734814 <huntsmanclariant.com>;
- Deutsche Lufthansa AG: FA1706001737855 <lufthansa.site>; FA1712001761484 <lufthansa.公司>; and FA1712001761485 <lufthansa.fun> and 2 other domains;
- Schneider Electric SE: FA1706001735166 <schneiderelectric.store>;
- CapTech Ventures, Inc.: FA1703001722810 <captech.com>;
- SOG Specialty Knives and Tools, LLC: FA1704001726464 <sog.com>;
- Microsoft Corporation: FA1704001725147 <azurenotebooks.com> and 20 other domains;
- Jason Johnson: FA1704001727694 <curvage.com>;
- The Toronto-Dominion Bank: FA1703001724002 <tdgbank.com>; FA1801001769720 <tdbank.vip>;
- RIMOWA GmbH: HK-1700945 <rimowa-hk.com>;
- 腾讯科技（深圳）有限公司: HK-1700951 <tencentac.com> and 128 other domains;
- Chopard International SA: FA1703001719895 <chopard.vip>;
- Veolia Environnement SA: FA1701001714404 <veolia.wang>;
- NSK Ltd.: FA1612001708693 <nsk-ina-fag.com>;

- Tissot S.A.: HK-1600930 <tissot.shop>;
- Larsson & Jennings Ltd.: DCM-1600715 <larssonandjennings.cn>;
- Bloomberg Finance L.P.: FA1609001696094 <bloomberg.shop>;
- Boehringer Ingelheim International GmbH: FA1608001691643 <ofev.wang>;
- SnoopyBy Co Ltd.: DCN-1600698 <gentlemonster.net.cn>;
- P & Y Halas Pty Limited: FA1608001691156 <seafolly.store>;
- Celgene Corporation: FA1608001686909 <celgene.store>;
- Sarten Ambalaj Sanayi ve Ticaret Anonim Sirketi: FA1606001679265 <sarten.com>;
- Skechers U.S.A., Inc. II: FA1606001681438 <skx.store>; FA1610001697619 <skechers.shop>;
- Genzyme Corporation: FA1604001672183 <genzyme.tech>;
- Iwaki America, Inc.: FA1604001670064 <walchem.net>;
- Sanofi: FA1605001673228 <sanofi.club>; FA1605001673225 <sanofi.click>;  
 sanofi.design>; <sanofi.gift>; <sanofi.help>; <sanofi.link>; <sanofi.online>; <sanofi.photo>;  
 <sanofi.pics>; <sanofi.press>; <sanofi.wiki>;
- Eastbay, Inc.: FA1604001670359 <eastbay.online>;
- State Farm Mutual Insurance Company: FA 1603001665220 <statefarmjake.com>;
- Shenzhen Da-Jiang Science and Technology Innovations Co. Ltd. (深圳市大疆创新科技有限公司): DHK-1600128 <dji.com.hk>;
- Les Parfumeries Fragonard: FA1512001654755 <fragonard.love>;
- Universal Protein Supplements Corporation d/b/a Universal Nutrition: FA1601001655348 <animalfitness.net>;
- Boehringer Ingelheim International Gmb: DCN-1500657 <synjardy.com.cn>;
- Pandora A/S: HK-1500805 <fr-pandora-bijoux.com>; HK-1500806 <pandora.bijoux.net>;
- Smakdapp, Inc.: FA1510001643319 <bannersaver.net>;
- Goldman Sachs & Co.: FA1508001633381 <gsbankusa.com>;
- Wolfram Group LLC: FA1508001633666 <wolfram.top>; <wolframalpha.top>;
- Bayer AG: DCN-1500631 <bayercropscience.com.cn>;
- Lululemon Athletica Canada, Inc.: FA1505001621406 <lululemon.sale>;
- Lockheed Martin Corporation: FA1505001619833 <f-35.top>; <f-35.wang>; <f-35.xyz>;
- G.F.P.I.S.A.: FA1505001621512 <greubelforsey.club>;
- Timex Group USA, Inc.: FA1505001619668 <timex.boutique>; <timex.center>;  
 <timex.company>; <timex.gallery>; <timex.international>;
- Instagram, LLC: FA1505001621216 <instagram.top>;
- Carlson, Inc. and its subsidiaries: FA1505001619076 <carlsonwagonlit.club>;  
 <countryinns.club>; <parkinn.club>;
- Bloomberg L. P.: FA1505001619343 <bloomberg.top>;
- Paul Smith Group Holdings Limited: HK-1500737 <paulsmithboutiqueprix.com>;
- Add2Net, Inc.: FA1504001613785 <lunarpages.wang>;
- Lanxess Deutschland GmbH: FA1503001610376 <lanxess.网址>;
- Retail Royalty Company and AE Direct Co LLC: FA1502001604764 <aeo.link>;
- Westinghouse Electric Corporation (西屋电气公司) HK-1500704 <westinghouseke.com>;
- Wynn Resorts Holdings LLC: HK-1500692 <wynn24.com>;
- Kingfisher France: FA1501001598577 <castorama.moscow>;
- MySQL AB: FA1501600020 <mysql.wiki>; FA1601001657701 <mysql.xyz>;
- Six Continents Hotels, Inc.: FA1501001597912 <holidayinn.club>; FA1501001597910 <holidayinn.restaurant>;
- Sports South LLC: FA1412001593009 <sportssouth.com>
- 御美株式会社 (M&M Company Limited): DHK-1400109 <iimo.com.hk> (re-filed  
 Complaint struck out and case dismissed by subsequent panelist in DHK-1400117);
- Television Broadcasts Limited: HK-1400593 <tvbdo.org>; HK-1400665 <tvbs.com>; HK-2021458 <tvbba.com>; HK-20211459 <tv tvb.cc>; HK-2101460 <tvbz.com>; HK-2101534

- <tvbj.com>;
- Burt's Bees Inc.: DCN-1400563 <burtsbees.cn>;
  - The Body Shop International Plc.: HK-1300555 <thebodyshop-cn.net>;
  - Changyi Airport Group (Singapore) Pte. Ltd.: HK-1200434 <changyiairportshopping.com>;
  - Bearingpoint IP Holding B.V: DCN-1300532 <bearingpoint.com.cn>;
  - Remy Cointreau Luxembourg S.A.: DCN-1200502 <metaxa.com.cn>; <metaxa.cn>;
  - Votorantim Participações S.A.: DCN-1200482 <uszinc.com.cn>;
  - Taiwan Semiconductor Manufacturing Co., Ltd.: HK-0900240 <tsmc.asia>;
  - 悅诗风吟 (Innisfree Corporation): HK-1600911 <inn-isfree.com>; HK-1600912 <innisfreechina.com>; HK-1600913 <ysfyshopping.com>;
  - 株式会社爱茉莉太平洋 (Amore Pacific Corporation): HK-1600903 <laneiges.com>; HK-1600904 <sulwhasoosale.com>; HK-1600905 <laneigecn.com>; HK-1600914 <ryoshampoo.com>; HK-1600915 <amoresale.com>; HK-1600916 <innisfrees.com>;
  - Mitsumi Electric Co., Ltd. and Minebea Co., Ltd.: HK-1600906 <minebea-mitsumi.com>; <minebeamitsumi.com>;
  - Eurofactor: DCN-1600705 <eurofactor.cn>;
  - 深圳市大疆创新科技有限公司 (Shenzhen Dajiang Science and Technology Innovations Co. Ltd.): DCN-1500667 <dji.cn>; DCN-1500668 <dji.com.cn>;
  - The Zippertubing Company: FA1602001660820 <zt.com>;
  - 博科通讯系统有限公司 (Brocade Communications Systems, Inc.): DCN-1500652 <brocadechina.cn>; <brocadecn.cn>;
  - 珀金斯控股有限公司 (Perkins Holdings Limited): DCN-1500645 <珀金斯.cn>;
  - Sanmina Corporation: FA1509001637466 <sanmina-tech.com>;
  - Udacity, Inc.: DCN-1500644 <udacitymail.cn>; <youdacity.com.cn>;
  - 孟士打控股有限公司 (Mayer Brown JSM Holdings Limited): DCN-1500621 <mayerbrownjsm.cn>;
  - Google Inc.: FA1503001609085 <gotogoogle.com>; FA1504001614336 <androidpay.com>; <androidway.net>;
  - Ate My Heart Inc: DCN-1400571 <ladygaga.cn>;
  - Cathay Pacific Airlines: DCN-1300522 <asiamiles.com.cn>;
  - East IP Inc.: HK-1300481 <beijingeastip.com>;
  - Exxon Mobil Corporation: HK-1300531 <santoprene-tpv.com>;
  - Amazon Technologies Inc.: DCN-1300538 <awscloud.cn>; <awscloud.com.cn>; <amazonec2.com.cn>; <amazon3.cn>; <amazon3.com.cn>; <amazonwebservices.cn>; <amazonwebservices.com.cn>; <awsamazon.cn>; <awsamazon.com.cn>; FA1612001708538 <amazonbegin.com>; FA1711001758917 <amazonafc.com> and 21 other domains;
  - Disney Enterprises, Inc.: HK-0800202 <香港迪士尼乐园.net>; HK-0800210 <迪士尼乐园.biz>; <迪士尼樂園.biz>; <迪斯尼乐园.biz>; and <迪斯尼樂園.biz>;
  - Wal-Mart Stores, Inc. and Wal-Mart China Co., Ltd.: HK-0800229 <沃尔玛中国.com>; HK-0800223 <沃尔玛中国.net>;
  - Li Ka Shing Foundation Limited: HK-0800181 <李嘉诚基金会.com>;
  - Cheung Kong Infrastructure Holdings Limited: HK-0800177 <长江基建集团.com>; HK-0800179 <长江基建.com>;
  - Cheung Kong (Holdings) Limited: HK-0800188 <長江實業.com>; HKcc-0800003 <香港长江集团.cc>; HK-0800173 <長江.com>; HK-0800172 <长江.com>; HKcc-0800004 <长江.cc>.

# 柯瑞德先生

獨立特許仲裁員，調解員，律師

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1 Courthouse Lane  
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電郵 : [arbitrator@davidkreider.com](mailto:arbitrator@davidkreider.com)

出生資料 : 1956 年，美國俄亥俄州

國籍 : 美國，新西蘭

重點：

- **David L. Kreider, International Arbitrator.** 全職獨立國際仲裁員兼主人。在香港和奧克蘭設有事務所。專業領域包括：
  - ✓ **資訊科技與電訊**（供應合約，服務水平協議，網絡互聯，移動漫遊，軟件許可與經銷，增值服務業，網絡電話，銷售點電腦系統）；
  - ✓ **知識產權**（許可爭議，商標，品牌，版權，奢侈品，侵犯假冒，研究發展和科技轉移協議，特許專營權，代理協定，特許權使用費，機密與技術知識，商業機密，設計專利與模型）；
  - ✓ **金融**（經紀商協議，投資協議，保証協議，股份購買及回購協議，合併與收購，衍生工具合同，中國國際商務糾紛）；
  - ✓ **酒店業**（酒店管理協定及各種旅遊服務業合資協議之糾紛）。
- **巴黎國際商會仲裁院新西蘭全國委員會主席**（2016 年 - 2019 年）。依條文 13(3) 規定，主席有職責向巴黎國際商會推薦仲裁員，並向巴黎國際商會世界理事會推薦仲裁院新成員。
- **巴黎國際商會仲裁院新西蘭替任成員**（2014 年 6 月 - 2017 年 6 月）。負責判決仲裁員的選定和費用並根據國際商會仲裁規則（2012 年）第 33 條審閱、批准最終裁決書及支援國際商會仲裁院仲裁案的行政工作。
- **英國特許仲裁員學會認可的特許仲裁員**（自 2006 年）。“特許仲裁員”是負責審批全球仲裁員資格的最高機構英國特許仲裁員學會認可的最高級別資格。
- **英國特許仲裁員學會專業教職成員**。應邀定期教授國際商事仲裁文憑培訓課程。
- **新西蘭市場紀律審裁處成員**（2013 年 7 月 - 2017 年 4 月）。榮獲新西蘭政府委任加入此獨立紀律機構，根據新西蘭證券交易所規則就金融市場不當行為進行聆訊並作出裁定及施加處罰。

大律師資格：

英格蘭及威爾斯（2000 年）；香港特別行政區（1999 年）；美國加州（1992 年）；美國哥倫比亞特區（1987 年）；美國新澤西州（1986 年）；美國紐約州（1985 年）；美國佛羅里達州（1981

年)。

### **法律及證券專業經驗要點：**

在美國 14 年的庭審律師及證券金融的經驗奠定了柯瑞德先生的名望，在 1995 年任聘為香港證券及期貨事務監察委員會企業融資部董事。

柯先生在 Vodafone 和中國移動總共工作了 15 年，於資訊科技和知識產權仲裁，調解和訴訟的領域中，能發揮所長贏取了多方面信心。2013 年成立自己的全職仲裁事務所。因對中國法律、企業操作熟悉並憑中文語文能力而經常受委託處理至少一方是中國當事人的仲裁案件。

在金融方面，柯先生於全球三個不同的司法管轄區有工作經驗，曾分別出任美國證券交易委員會紐約執行部主管；香港證券及期貨事務監察委員會企業融資部董事；以及新西蘭市場紀律審裁處成員。

### **庭審律師經驗**

柯先生擁有 14 年美國法院庭審律師經驗，最初於美國佛羅里達州一專業出庭辯護及訴訟律師事務所執業，其後在一大型華爾街律師事務所，帶領團隊處理超過 70 宗由法官直接審理或在有陪審團的情況下進行審訊的州及聯邦法院案件。

### **美國證券交易委員會**

在紐約，他是美國證券交易委員會紐約辦事處執行部主管，帶領律師及法庭檢驗會計師，對內幕交易和市場操縱案件展開調查，其中包括了 Procter & Gamble 與 Bankers Trust Company 之間的衍生工具交易。因應中文語文能力所需，他也成功調查了多宗違反聯邦證券法之欺詐行為。

### **香港證券及期貨事務監察委員會**

1995 年，香港證券及期貨事務監察委員會急需在金融市場具有證券法知識和中文能力的專業律師，柯先生應聘證監會在香港任職為企業融資部董事。他代表收購執行人員在公司收購及合併委員會的聆訊會中，審訊並決定香港上市公司有關控股權易手之爭議事宜。稍後在香港，柯先生擔任 Sidley Austin 的法律顧問在商務方面為大中國地區的公司做證券發行工作。

### **中國移動香港上市公司首席律師**

從 1999 年 1 月到 2004 年 12 月，柯瑞德先生是全球最大電訊公司中國移動的首席律師。他向駐香港的中移動董事長直接匯報，並引領該公司通過極具挑戰性的資產收購及海外證券發行階段。在從盡職調查，海外上市，投資者關係和向美證交會提交財務報表這段急速發展的 6 年中，他是公司內的法律顧問，高級行政核心的重要成員，在香港與內地頻繁往來策劃，推廣，協調以落實上市進度及標準。在他任內，中移動在海外證券市場成功集資 200 億美元。

柯先生與中移動董事會共磋商糾紛解決策略，給予建設性的提議，在多件貿仲委(CIETAC) 仲裁，調解和國內訴訟案件中是公司指定的負責人。他協助公司利用互聯網門戶網站，光纖網路骨幹，科技創業合營企業來拓展中移動的數碼平台，並擴建網絡上的基本設施。他用中、英文為公司始創多樣用於電訊營業的品牌名稱，商標和廣告標語。他也極力落實並有效運作中移動和 Vodafone 數額達 23 億美元的策略聯盟項目。

## 沃達豐（沃达丰）跨國電信公司新西蘭首席律師

在香港工作 10 年後，柯瑞德先生應聘出任為 Vodafone 新西蘭公司首席律師和高級行政管理團員，制訂業務規劃，策劃科技戰略，並負責公司所有監管及業務爭議，在多次大額訴訟，調解及仲裁中取得勝利，為公司盈利作出重大貢獻。

## 亞太地區實地生活及工作經驗

柯先生在亞太地區生活 20 多年，常年在中文環境裏工作，能說流利的普通話和閱讀繁體和簡體中文，日語亦能應付基本工作需要。是全球各地主要仲裁機構的名冊成員。

### **仲裁經驗：**

在 200 多件國際仲裁案和互聯網域名爭議案中獲委任為首席仲裁員、獨任仲裁員或聯席仲裁員；委任項目包括國際商會、香港國際仲裁中心、新加坡國際仲裁中心、國際爭議解決中心等機構主理的仲裁案以及專項仲裁案：

- 在一宗於香港進行，就某紐西蘭槓桿鏈外數字代幣買家 (leveraged off-chain digital tokens) 與某在線加密貨幣交易所的爭議中，受當事人雙方聯合指定擔任獨任仲裁員。該爭議指控被申請人的結構性金融產品未能按所陳述的方式履行，導致申請人蒙受損失。香港國際仲裁中心管理仲裁規則與香港法律。爭議金額為一百萬美元。
- 在美國，荷蘭和某離岸當事人於香港的合資企業糾紛中擔任共同仲裁員。該糾紛尋求與中國大陸一家電腦和手機遊戲合資企業解體有關的宣告性法律救濟和金錢賠償。國際商會仲裁規則和香港法律適用。
- 在一宗於新加坡進行，就挪威和馬爾他各個申請人與一家新加坡軟體工程公司之間因專業服務協定引起的合併仲裁案中擔任獨任仲裁員。據稱該協定要求以被申請人“鑄造”的加密貨幣代幣或以被申請人公司的股權做為付款方式。新加坡國際仲裁中心規則和新加坡法律適用。爭議金額為一千八百萬美元。
- 在一宗於新加坡進行，就某比特幣投資當事人及某比特幣經營商當事人之間因涉嫌盜用加密貨幣而導致的爭議中擔任緊急仲裁員。此緊急仲裁案涉及比特幣挖礦團體，鏈外數字錢包和交易平台應用程序。爭議金額為 2,000,000 美元。新加坡國際仲裁中心規則適用。
- 在一宗於香港進行，就新加坡、香港和中國境內當事人之間因涉嫌違反債券票據、本票和擇購期權協定而導致的爭議中擔任獨任仲裁員。香港和中國法律以及香港國際仲裁中心機構仲裁規則適用。爭議金額至少為一億七百萬美元。
- 在一宗於美國科羅拉多州進行，就加利福尼亞州與中國當事人之間的爭議中，擔任獨任仲裁員。該爭議指控違反解決與美國消費電子產品銷售有關的專利侵權索賠協定。美國科羅拉多州和美國聯邦法律以及美國仲裁協會 (AAA) 大型複雜商業糾紛仲裁規則適用。
- 在一境外、日本和中國當事人之間的股東協議糾紛中擔任共同仲裁員，該協議涉及與首次公開募股 (IPO) 受挫有關的損害賠償和其他救濟要求。仲裁條款要求仲裁員「必須在紐約州有執業資格」。香港國際仲裁中心管理仲裁規則與紐約法律。
- 在一宗美國，愛爾蘭及中國當事人之在製造電信網絡設備過程中，因涉嫌違反許可協議，侵犯半導體知識產權及濫用電子設計自動化 (EDA) 的軟件而導致的爭議中擔任聯席仲裁員。爭議金額達 3800 萬美金，根據美國加州法律，HKIAC 規則于香港進行。
- 在一宗中國，美國與荷蘭當事人的專利許可協議中因涉嫌違犯標準基本專利規則 (SEPs) 與公平合理非歧視性 (FRAND) 的專利權使用費而尋求法律確認及其他救濟索賠的爭議中擔任聯席仲裁員。仲裁條款中要求仲裁員三人都需“中英文皆通”。仲裁將根據美國加州法律，HKIAC 規則于香港進行。

- 在一宗於香港進行，就瑞典和中國當事人之間就一合作協議中指控涉嫌盜用電腦軟件，商業秘密和知識產權而引起的爭議中擔任首席仲裁員。德國法律及香港國際仲裁中心規則適用。爭議金額達 600 萬美元。
- 在一新加坡註冊資產管理公司包括多家持資產控股權的特殊目的機構（SPV），指控一印度註冊房地產投資諮詢公司違反投資顧問協議及挪用知識產權的合併仲裁案中擔任聯席仲裁員。仲裁地為新加坡，爭議金額達 3 千萬新幣，SIAC 規則及新加坡法律適用。
- 在一宗於香港進行，依據新加坡法律，就某亞洲企業當事人在一開發高科技醫療診斷合作項目中引起有關專利確定，知識產權，強制令救濟和損害賠償的爭議中擔任獨任仲裁員。香港國際仲裁中心規則適用。
- 在一宗於香港進行，就中東和香港當事人之間有關購買某英國數碼電子產品製造商和分銷商的股份協議爭議中擔任聯席仲裁員。香港法及香港國際仲裁中心規則適用。爭議金額達 1,000 萬歐元。
- 在一宗依據新加坡法律及新加坡國際仲裁中心規則進行的糾紛中擔任獨任仲裁員。涉及 UAE，新加坡及印度當事人電影分銷協議的爭議。金額達 1800 萬新幣。
- 在一宗國際電訊直撥互通服務協議中擔任獨任仲裁員。涉及亞洲及歐洲電訊公司的協議中的仲裁條款要求仲裁員必須『精通電信和信息科技領域』。新加坡法律與新加坡國際仲裁中心規則適用。爭議金額達 900 萬新幣。
- 在一東南亞賭場因指控前員工侵占商業機密而要求緊急強制令救濟中擔任緊急仲裁員。新加坡法律及新加坡國際仲裁中心規則適用。
- 在一宗於新加坡進行，就百慕達保險公司和新加坡當事人因軟件許可協議而引起的糾紛中擔任聯席仲裁員。依據新加坡國際仲裁中心規則和新加坡法律。爭議金額達 850 萬新幣。
- 在一宗新加坡進行，就印尼和新加坡當事人在多類技術平台上的在線直播和視頻點播的媒體權利許可協議而引起的爭議擔任首席仲裁員。依據新加坡法及新加坡國際仲裁中心規則進行。爭議金額至少 800 萬美金。
- 在一宗新加坡國際仲裁中心第 5 條規則下的快速程序中擔任獨任仲裁員。涉及某韓國在線遊戲授權人，其在東南亞之被授權人，與某韓國軟件遊戲發展商三方之間的爭議。仲裁於新加坡進行。爭議金額達 400 萬美金。
- 在一宗於香港進行的仲裁擔任獨任仲裁員。涉及電訊裝備製造商與保險公司當事人之間因專業責任保險合約而引起的爭議。依據香港國際仲裁中心本地仲裁規則。爭議金額至少 1,000 萬美金。
- 在一宗於香港進行，就某金融科技風險投資公司（通過開曼群島 SPV 行事）與某集中式加密貨幣交易所的中國股東在提供 A 輪股權融資的合作協議爭議中擔任共同仲裁員。香港法律。聯合國國際貿易法委員會規則適用。爭議金額 1 億美元。
- 在一宗於新加坡進行的仲裁就雙方都是亞洲企業的當事人之間有關商標許可的爭議中擔任首席仲裁員。依據紐約法及新加坡國際仲裁中心規則進行。爭議金額超過 1 億美金。
- 在一宗就中國與離岸當事人之間的企業重組協議仲裁中擔任緊急仲裁員。爭議金額超過 1 億美金。香港國際仲裁中心規則及香港法。
- 在一宗與首爾進行，由聯席仲裁員聯合提名，就亞洲當事人之間因某 ERP/CRM 軟件許可協議糾紛中擔任首席仲裁員。爭議金額至少 900 萬美金。跟據韓國法和國際商會規則進行。
- 在一宗就中國和日本當事人由精密光學儀器買賣協議而引起的爭議擔任獨任仲裁員。爭議金額為 500 萬美金。以香港法和香港國際仲裁中心規則為準。
- 在一宗於新加坡進行，就亞洲各方當事人之間因某酒店管理和相關服務項目的多件協議而引起的仲裁中擔任聯席仲裁員。仲裁協議指定『仲裁員必須具備酒店業的仲裁經驗』。新加坡國際仲裁中心規則。爭議金額 1500 萬美金。
- 在一宗於新加坡進行的仲裁中擔任聯席仲裁員。涉及澳門與老撾當事人之間有關賭場合資經營企業而引起的爭議。新加坡國際仲裁中心規則。爭議金額為 2 億美元。
- 在一宗於中國和離岸當事人因和解協議的爭議擔任聯席仲裁員。跟據香港法，香港國際仲裁中心規則，在香港進行的仲裁。爭議金額達 250 萬美金。

- 在一宗於新加坡進行的仲裁中擔任聯席仲裁員。就百慕達和印尼雙方因電訊裝備的買賣合約而引起的糾紛作出仲裁。依據新加坡法律和新加坡國際仲裁中心規則。爭議金額為 1700 萬美元。
- 在一宗於香港進行的仲裁中擔任聯席仲裁員，涉及荷蘭和中方由中國法管轄的酒店管理協議而起的仲裁程序。依據香港國際仲裁中心仲裁規則。爭議金額為 350 萬美元。
- 在一宗於香港進行的仲裁中擔任獨任仲裁員，就日本與中國雙方當事人之間的商標許可爭議作出仲裁。依據香港國際仲裁中心仲裁規則。爭議金額為 250 萬美元。
- 在 4 宗於香港進行的仲裁中擔任聯席仲裁員，就新加坡申請人與多名亞洲及離岸被申請人之間有關違反股份購買協議及相關保證的爭議作出仲裁。依據聯合國國際貿易法委員會規則。爭議金額為 1500 萬美元。
- 在 5 宗於新加坡進行的仲裁中擔任聯席仲裁員，就以美國為基地的某證券經紀指稱多名亞洲被申請人違反客戶協議的事宜作出仲裁。依據國際爭議解決中心規則。爭議金額為 1500 萬美元。
- 在一宗於香港進行的商標許可爭議仲裁中擔任獨任仲裁員，就荷蘭與中國雙方當事人之間與製造和分銷名貴衣物及家居家具產品有關的事宜作出仲裁。依據國際商會規則。爭議金額為 450 萬歐元。
- 在 2 宗於香港進行的仲裁程序中分別擔任獨任仲裁員及首席仲裁員，就新加坡與中國雙方當事人之間與某中國豪華酒店品牌有關的酒店管理協議和商標許可爭議作出仲裁。仲裁協議規定仲裁員『通曉中文及英文兩種語言』並分別根據中國法和香港法進行。依據香港國際仲裁中心仲裁規則。爭議金額為 350 萬美元。
- 在一宗於多倫多進行的仲裁中擔任聯席仲裁員，就水處理技術問題由紐約法管轄的商標許可及產品分銷協議的爭議作出仲裁。依據國際爭議解決中心規則與紐約法。爭議金額為 1200 萬美元。
- 在一宗於新加坡進行的仲裁中擔任首席仲裁員，就軟件分銷及商標許可協議的澳洲與馬來西亞訂約方之間的爭議作出仲裁。仲裁協議規定仲裁員『必須擁有公認的資訊科技專業知識』。依據新加坡國際仲裁中心規則。爭議金額為 60 萬美元。
- 在一宗於香港進行的仲裁中擔任聯席仲裁員，就一家英國電訊公司與一家中國增值服務供應商之間有關違反收購協議的爭議作出仲裁。依據國際商會規則與紐約法進行仲裁。爭議金額為 1.1 億美元。
- 在一宗於香港進行的特別仲裁中擔任聯席仲裁員，就美國與中國雙方當事人之間有關未能完成收購協議及中國法律項下電訊與知識產權許可事項的事宜作出仲裁。依據聯合國國際貿易法委員會規則。爭議金額為 8000 萬美元。
- 在一宗於新加坡進行的仲裁中擔任獨任仲裁員，就一家新加坡互聯網服務供應商與一家新加坡酒店管理公司之間有關安裝網絡電話電訊網絡協議而產生的爭議作出仲裁。依據新加坡國際仲裁中心規則。爭議金額為 50 萬美元。
- 根據新加坡訂約方之間就建立及測試銷售點電腦系統訂立的合約擔任獨任仲裁員。依據新加坡國際仲裁中心國內仲裁規則。爭議金額為 15 萬美元。
- 就 100 多宗互聯網域名爭議（英文及中文）作出行政委員會決定。（請參閱列表）

#### **調解經驗：**

柯瑞德先生在律師事務所出任專業訴訟律師的職業生涯中代表企業客戶進行了 20 餘宗法庭指令的商業調解程序；並在擔任中國移動（6 年）和沃達豐（9 年）首席律師時，代表雇主進行多宗庭外保密調解。

2004 年 7 月柯先生是首批被選為可參加中國貿促會（CCPIT）在北京總部舉辦的調解培訓會的美國人之一，並認可為 CCPIT 成立的中美調解協會（US-China Business Mediation Center）調解專家組一員。

2008 年 7 月，柯先生取得經歐洲有效爭議解決中心（CEDR）評審的調解員資歷。

2019 年 5 月 24 日委任為中國國際經濟貿易仲裁會調解中心（CIETAC Mediation Center）的調解專家組。

2020 年 8 月，受香港國際仲裁中心的委任，柯瑞德先生就一項酒店管理協定引起的糾紛，在泰中雙方間舉行調解。 調解項目的金額超過六千萬美金。

#### 擔任以下機構仲裁員名冊成員：

- 香港國際仲裁中心（香港）：
  - 知識產權爭議仲裁專家組成員；
  - 金融服務爭議仲裁專家組成員；
- 新加坡國際仲裁中心（新加坡）：
  - 知識產權爭議仲裁專家組成員；
- 中國國際經濟貿易仲裁委員會（北京）；
- 北京仲裁委員會（北京）；
- 天津仲裁委員會（天津）；
- 濟南仲裁委員會（濟南）；
- 上海國際仲裁中心（上海）；
- 深圳國際仲裁院（深圳）；
- 中華民國仲裁協會（台北）；
- 韓國商事仲裁院（首爾）；
- 日本商事仲裁協會（東京）；
- 亞太國際仲裁中心（胡志明市）
- 吉隆坡區域仲裁中心（吉隆坡）；
- 國際爭議解決中心（紐約）；
- 國際衝突防範與解決協會（紐約）；
- 國家仲裁論壇（明尼阿波利斯）；
- 特許仲裁員協會仲裁委員會（倫敦）
- 澳洲國際商業仲裁中心（悉尼）；
- 新西蘭仲裁員與調解員協會（奧克蘭）；
- 不列顛哥倫比亞國際商事仲裁中心（溫哥華）； 及
- 杜拜國際仲裁委員會（杜拜）。

#### 工作履歷：

- David L. Kreider, International Arbitrator 的全職獨立仲裁員兼主人，在新西蘭和香港設有事務所（2013-至今）
- 沃達豐(Vodafone)法律總監與公司行政執行委員會成員，新西蘭（2005-2013 年）
- 中國移動首席律師，香港（1999-2004 年）
- 律師，Sidley Austin Brown & Wood，香港（1997-1998 年）
- 企業融資部董事，香港證券及期貨事務監察委員會，香港（1995-1997 年）
- 執行部部門主管，美國證券交易委員會，美國紐約（1992-1994 年）
- 律師，Pillsbury Winthrop Shaw & Pittman LLP，美國棕櫚灘（1984-1992 年）
- 律師，Kaplan, Jaffe & Gates，美國勞德代爾堡（1981-1984 年）

#### 專業協會：

- 巴黎國際商會仲裁院新西蘭全國委員會主席（2016 年 9 月-至今）

- 獲委任為巴黎國際商會仲裁院的新西蘭替任成員（2014 年 6 月 – 2017 年 6 月）
- 獲委任加入新西蘭市場紀律審裁處（就有關受新西蘭證券交易所參與者規則、新西蘭證券交易所上市規則、新西蘭證券交易所衍生工具市場規則及新西蘭結算所有限公司結算及交收規則規管的各方之行為的事項進行聆訊及作出裁定）（2013 - 2017）
- 獲委任加入國際爭議解決中心操守準則及專業道德委員會（2013 年 9 月）
- 總監，澳洲國際商業仲裁中心（2011 年 – 2016）
- 總監，美國仲裁協會（2010 年 – 2016）
- 特許仲裁員 / 資深會員 / 仲裁員名冊成員，英國特許仲裁員學會（2006 – 至今）
- 資深會員，香港仲裁司學會
- 資深會員，新加坡仲裁員學會
- 資深會員（仲裁），新西蘭仲裁員與調解員協會
- 會員，硅谷仲裁與調解中心，加州帕洛阿尔托
- 國際商業仲裁會
- 瑞士仲裁協會
- 倫敦國際仲裁院，亞太地區委員會

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- 誰的爭議？從用戶角度分析爭議解決方案 (*Whose Dispute is it Anyway? Dispute Resolution from the User's Perspective*)，韓國仲裁期刊，2014 年 10 月。
- 選擇仲裁員 (*Selecting the Arbitrator*)，仲裁員與調解員協會期刊，澳洲，2013 年 12 月。
- 管理離岸仲裁程序 – 選擇仲裁員 (*Managing Offshore Arbitration Proceedings - Selecting the Arbitrator*)，發表於亞太區域仲裁組織大會，2013 年 6 月 27-29 日，北京。
- 您的客戶下一次重大交易的正確條款 – 如何草擬國際爭議條款 (*The Right Clauses for Your Client's Next Big Deal - How to Draft an International Disputes Clause*)，發表於新西蘭仲裁員與調解員協會年會，2012 年 8 月 2-4 日，威靈頓。
- 企業首席律師對仲裁的見解 (*A Corporate General Counsel's Perspective on Arbitration*)，發表於新西蘭仲裁員與調解員協會年會，2011 年 8 月 4-6 日，奧克蘭。
- 中國電訊行業中的爭議解決實踐 (*Dispute Resolution Practices in the Chinese Telecommunications Industry*)，亞洲爭議期刊，2007 年 10 月。
- 新西蘭電訊業自願為消費者提供一個爭議解決計劃 (*New Zealand's Telecommunications Industry Volunteers a Dispute Resolution Scheme for Consumers*)，亞洲爭議期刊，2007 年 1 月。

#### 教育背景：

- 英國特許仲裁員學會的國際商事仲裁文憑，英國倫敦（2007 年）
- 法律博士，邁亞密大學法學院，美國佛羅里達州（1981 年）
- 文學士，東亞研究，Muhlenberg College, 美國賓夕法尼亞州（1978 年）
- 歐柏林在台灣 (Oberlin-in-Taiwan) 漢學研究密集課程，台灣（1975-76 年）

#### 語言：

- 英語（母語）；

- 普通話（流利）；中華人民共和國教育部“漢語水平考試”五級（六級是最高級別）；  
“國際漢語能力標準”第五級（五級是最高級別）；
- 日語（能應付基本工作需要）。

## 互聯網域名爭議案

- IBANFIRST: D000025525 <ibanfirst.co.uk>;
- Lassonde Industries Inc.: 20449-UDRP <lassornde.com>;
- Fair Isaac Corporation: FA2303002034670 <ficopump.com>;
- Fieldfisher LLP: DRS25459 <fieldfishers.co.uk>;
- Deeded, Inc.: 18538-UDRP <deeded.com>;
- S.J. Electro Systems, Inc.: DRS25169 <sjerhombus.co.uk>;
- Lowmac Alloys Ltd: DRS25204 <lowmac-bin-empty.co.uk>;
- JOHN SWIRE & SONS LIMITED: HK-2201662 <swireglobal.com>;
- GW RESEARCH LIMITED ( 吉伟研究有限公司 ) : DCN-2201049 <epidiolex.cn>;
- Martin Gouda: 17349-UDRP <martingouda.com>;
- Johnson & Johnson: FA2208002006935 <benadryl.tokyo>;
- Labelbox, Inc.: FA2208002007017 <lablebox.com>;
- Rumbletums (Kimberly) Ltd: D24866 <rumbletums.org.uk>;
- RIGHTMOVE GROUP LIMITED: D24715 <rightmove.co.uk>;
- VELCRO BVBA and VELCRO IP HOLDINGS LLC: HK-2201621 <quwinvelcro.com>;
- Novartis AG: D24580 <novartislaboratoriesltd.co.uk>;
- Fluke Corporation: FA2203001990461 <fluketest.com>;
- LAFUMA SAS: FA2204001990799 <lafumaooutlets.store>;
- Nutramax Laboratories, Inc.: FA2202001984101 <eezycosequins.com>;
- Boiler Medic: D24395 <boilermedics.co.uk>;
- Euromarket Designs, Inc. d/b/a Crate & Barrel: FA2201001981715 <crateandbarrel.ltd>;
- PRADA S.A.: D24303 <pradabeauty.uk>;
- BBY Solutions, Inc.: FA2201001979310 <geek-squad-support.net>;
- Tarmac Group: D24167 <tarmacbluecircle.co.uk>;
- Komatsu America Corp.: FA2110001968785 <mykomatsuparts.com> and two other domains;
- Walmart Apollo, LLC: CDRP-16133 <walmartrewards.ca>;
- Skyscanner Limited: D23962 <skyscannertravels.uk>;
- RTIC Outdoor, LLC: FA2108001960218 <rtic-coolers.shop>; FA108001961303 <rticoutdoor.online>;
- Bitwarden, Inc.: FA2108001959741 (URS Default Decision) <bitwarden.cool> and another domain; FA2108001959741 (URS Final Decision);
- BB IN Technology Co., Ltd.: HK-2102491 <bbin1122.com>; HK-2102495 <bbinqxw.com>; HK-2101498 <bbinbct.com>; HK-2101506 <bbinco.org> and two other domains;
- TT of Riviera Beach, Inc. d/b/a I-95 Nissan: FA210700195529 <i95nissan.com>;
- Nipro Corporation: D23817 <niproeurope.co.uk>;
- Hashkey Digital Asset Group Limited: FA2104001939997 <hashkeyprime.com>;
- Reliable Credit Association, Inc.: FA2103001935932 <reliablecreditloan.com>;
- Savage Jewellery Ltd: D23447 <savagejewellery.co.uk>;
- Madrivo Media, LLC: FA2102001931132 <adsrivo.com>;
- Traxys North America LLC: UDRP-14373 <tarxys.com>;
- L'Oréal: D23199 <lancome-perfectskin.co.uk>;
- Spectrum Brands, Inc.: FA2011001921890 <pfister.design>;
- voestalpine High Performance Metals Pacific Pte. Ltd.: HK-2001406 <assab.xyz>;
- Sands Capital Management, LP: D23156 <sandsuk.co.uk>;
- Maxwell Electronics Limited: HK-2001380 <maxwell-electro.com>;
- Lidl Stiftung & Co. KG: FA2007001905725 <lidl-offer.club>;
- Adore Takeaway: D22755 <adoretakeaway.co.uk>;
- Loew's Hotels, Inc.: D22577 <loews.co.uk>;

- External Skate Protection Inc.: UDRP-12132 <shotblockers.com>;
- Securian Financial Group, Inc.: FA2005001896814 <mnlifeinsurance.com>;
- Apple Inc.: FA2002001882987 <zhicloud.net>;
- Ian Schrager Company: FA2004001892062 <schragercompany.org>;
- Buildplans Ltd.: D22358 <buildplans.co.uk>;
- Facebook, Inc.: D22283 <facebookshop.co.uk>;
- Dart Industries, Inc.: FA2001001881341 <rosatupperware.icu>;
- Zenimax Media Inc.: FA1912001877105 <morrowind.online>;
- Which? Limited: D02055 <willswwhich.co.uk>;
- Wiluna Holdings, LLC: FA1911001869579 <clips4sales.com>;
- NG Brand: D21909 <nicolasghesquiere.co.uk>;
- CFA Institute: FA1910001866970 <cfa.plus>; FA1912001875687 <cfainstitute.site>;
- Webster Financial Corporation: FA1909001861084 <hsabank.com>;
- Özdemir Üç Tekstil San. ve Tic. Ltd.: D00021755 <selectoutlet.co.uk>;
- CK Hutchison Holdings Limited: HK-18010193 <ckh.com>;
- Honan Insurance Group Pty Ltd: FA1902001828834 <honan.com>;
- Charter Communications Holding Company, LLC: FA181200182026 <spectrum.tv>; FA2011001921179 <spectrum-voice.com>;
- Rockwell Automation: FA1811001818237 <factorytalk.com>;
- Paypal, Inc.: FA1811001814596 <mappaypal.com>;
- MYOB Technology Pty Ltd: HK-18010171 <myobcenter.com>; HK-18010170 <myob360.com> and two other domains;
- Coachella Music Festival LLC.: FA1810001811658 <coachellavipexperiences.com>;
- Dieline Media, LLC: FA1808001800004 <dieline.com>;
- WiseTech Global Limited: CN-1801177 <wisetech-global.com>;
- Philip Morris Products S.A. (菲利普莫里斯产品有限公司) : HK-1801110 <iqos-a.com> and another domain;
- Aqua Engineering & Equipment, Inc.: FA1805001785667 <aquaefx.com>;
- Anastasia M. Poulopoulos: FA1805001786277 <appealmytaxes.com>;
- 彭博财经有限合伙企业: FA1804001782012 <bloombergvoice.xyz>;
- William B. Fuccillo / Fuccillo Automotive Group: FA1803001779226 <billyfuccillo.com>;
- Marquee Holdings Ltd.: HK-1801075 <w83.com> and 19 other domains;
- Guess? IP Holder L. P. and Guess? Inc.: FA1802001770358 <g81.com>;
- Aston Martin Lagonda Ltd.: FA1802001773723 <astonmartin.link>;
- Andrew M Lind / Red Thread Studios LLC / Labyrinth Escape Games, LLC: FA1801001765496 <redthreadstudios.org> and another domain;
- Bulgari Hotels S.p.A.: DCN-1700789 <bvlgarihotels.cn>;
- Entertainment One UK Limited: HKS-1700032 <peppapig168.xin>;
- Transamerica Corporation: FA1712001760941 <ontrackinvestments.com>;
- Gakko, Inc.: FA1711001756756 <gakko.com>;
- Alibaba Group Holding Limited: HKS-1400003 <aliexpress.camera> and 4 other domains; DCN-1700776 <alipayhk.cn> and another domain; DHK-1700150 <alipayhk.hk> and another domain; DHK-1700151 <alipayhk.com.hk> and another domain; HK-1701026 <alipayhk.com> and another domain;
- Etsy, Inc.: FA1710001753224 <esty.com>;
- Maurice Mizrahi / Mizco International, Inc.: FA1710001754962 <digipower.com>;
- Marshall Amplification PLC: DCN-1700775 <marshallamp.com.cn>;
- Charles E. Runels, Jr.: FA1709001749824 <pshot.com>;
- Morgan Stanley: FA1709001747467 <morganstanley-investmentbank.vip> and 7 other domains;
- Sasol Limited: FA1708001745580 <sasol.vip>;
- XCMG Construction Machinery Co., Ltd.: DHK-1700148 <xcmgmachinery.hk>;

- 3S-Smart Software Solution: FA1708001743028 <codesys.cloud> and 2 other domains; FA1806001793177 <codesys.xyz>; FA1906001849963 <codesys.tech>;
- Trustees of the Williamson Family Trust, etc., et al.: FA1707001740611 <williamsonwine.com> and 1 other domain;
- Parfums Christian Dior: DCN-1700753 <dior-v-cn>;
- Huntsman International, LLC / Clariant AG: FA1706001734814 <huntsmanclariant.com>;
- Deutsche Lufthansa AG: FA1706001737855 <lufthansa.site>; FA1712001761484 <lufthansa.公司>; and FA1712001761485 <lufthansa.fun> and 2 other domains;
- Schneider Electric SE: FA1706001735166 <schneiderelectric.store>;
- CapTech Ventures, Inc.: FA1703001722810 <captech.com>;
- SOG Specialty Knives and Tools, LLC: FA1704001726464 <sog.com>;
- Microsoft Corporation: FA1704001725147 <azurenotebooks.com> and 20 other domains;
- Jason Johnson: FA1704001727694 <curvage.com>;
- The Toronto-Dominion Bank: FA1703001724002 <tdgbank.com>; FA1801001769720 <tdbank.vip>;
- RIMOWA GmbH: HK-1700945 <rimowa-hk.com>;
- 腾讯科技（深圳）有限公司: HK-1700951 <tencentac.com> and 128 other domains;
- Chopard International SA: FA1703001719895 <chopard.vip>;
- Veolia Environnement SA: FA1701001714404 <veolia.wang>;
- NSK Ltd.: FA1612001708693 <nsk-ina-fag.com>;
- Tissot S.A.: HK-1600930 <tissot.shop>;
- Larsson & Jennings Ltd.: DCN-1600715 <larssonandjennings.cn>;
- Bloomberg Finance L.P.: FA1609001696094 <bloomberg.shop>;
- Boehringer Ingelheim International GmbH: FA1608001691643 <ofev.wang>;
- SnoopyBy Co Ltd.: DCN-1600698 <gentlemonster.net.cn>;
- P & Y Halas Pty Limited: FA1608001691156 <seafolly.store>;
- Celgene Corporation: FA1608001686909 <celgene.store>;
- Sarten Ambalaj Sanayi ve Ticaret Anonim Sirketi: FA1606001679265 <sarten.com>;
- Skechers U.S.A., Inc. II: FA1606001681438 <skx.store>; FA1610001697619 <skechers.shop>;
- Genzyme Corporation: FA1604001672183 <genzyme.tech>;
- Iwaki America, Inc.: FA1604001670064 <walchem.net>;
- Sanofi: FA1605001673228 <sanofi.club>; FA1605001673225 <sanofi.click>; sanofi.design>; <sanofi.gift>; <sanofi.help>; <sanofi.link>; <sanofi.online>; <sanofi.photo>; <sanofi.pics>; <sanofi.press>; <sanofi.wiki>;
- Eastbay, Inc.: FA1604001670359 <eastbay.online>;
- State Farm Mutual Insurance Company: FA1603001665220 <statefarmjake.com>;
- Shenzhen Da-Jiang Science and Technology Innovations Co. Ltd. (深圳市大疆创新科技有限公司): DHK-1600128 <dji.com.hk>;
- Les Parfumeries Fragonard: FA1512001654755 <fragonard.love>;
- Universal Protein Supplements Corporation d/b/a Universal Nutrition: FA1601001655348 <animalfitness.net>;
- Boehringer Ingelheim International Gmb: DCN-1500657 <synjardy.com.cn>;
- Pandora A/S: HK-1500805 <fr-pandora-bijoux.com>; HK-1500806 <pandora.bijoux.net>;
- Smakdapp, Inc.: FA1510001643319 <bannersaver.net>;
- Goldman Sachs & Co.: FA1508001633381 <gsbankusa.com>;
- Wolfram Group LLC: FA1508001633666 <wolfram.top>; <wolframalpha.top>;
- Bayer AG: DCN-1500631 <bayercropscience.com.cn>;
- Lululemon Athletica Canada, Inc.: FA1505001621406 <lululemon.sale>;
- Lockheed Martin Corporation: FA1505001619833 <f-35.top>; <f-35.wang>; <f-35.xyz>;
- G.F.P.I.S.A.: FA1505001621512 <greubelforsey.club>;
- Timex Group USA, Inc.: FA1505001619668 <timex.boutique>; <timex.center>; <timex.company>; <timex.gallery>; <timex.international>;

- Instagram, LLC: FA1505001621216 <instagram.top>;
- Carlson, Inc. and its subsidiaries: FA1505001619076 <carlsonwagonlit.club>;  
 <countryinns.club>; <parkinn.club>;
- Bloomberg L. P.: FA1505001619343 <bloomberg.top>;
- Paul Smith Group Holdings Limited: HK-1500737 <paulsmithboutiqueprix.com>;
- Add2Net, Inc.: FA1504001613785 <lunarpages.wang>;
- Lanxess Deutschland GmbH: FA1503001610376 <lanxess.网址>;
- Retail Royalty Company and AE Direct Co LLC: FA1502001604764 <aeo.link>;
- Westinghouse Electric Corporation (西屋电气公司) HK-1500704 <westinghouseke.com>;
- Wynn Resorts Holdings LLC: HK-1500692 <wynn24.com>;
- Kingfisher France: FA1501001598577 <castorama.moscow>;
- MySQL AB: FA1501600020 <mysql.wiki>; FA1601001657701 <mysql.xyz>;
- Six Continents Hotels, Inc.: FA1501001597912 <holidayinn.club>; FA1501001597910 <holidayinn.restaurant>;
- Sports South LLC: FA1412001593009 <sportssouth.com>;
- 御美株式会社 (M&M Company Limited): DHK-1400109 <iimo.com.hk> (re-filed Complaint struck out and case dismissed by subsequent panelist in DHK-1400117);
- Television Broadcasts Limited: HK-1400593 <tvbdo.org>; HK-1400665 <tvbs.com>; HK-2021458 <tvbba.com>; HK-20211459 <tvtvb.cc>; HK-2101460 <tvbzb.com>; HK-2101534 <tvbj.com>;
- Burt's Bees Inc.: DCN-1400563 <burtsbees.cn>;
- The Body Shop International Plc.: HK-1300555 <thebodyshop-cn.net>;
- Changyi Airport Group (Singapore) Pte. Ltd.: HK-1200434 <changyiairportshopping.com>;
- Bearingpoint IP Holding B.V: DCN-1300532 <bearingpoint.com.cn>;
- Remy Cointreau Luxembourg S.A.: DCN-1200502 <metaxa.com.cn>; <metaxa.cn>;
- Votorantim Participações S.A.: DCN-1200482 <uszinc.com.cn>;
- Taiwan Semiconductor Manufacturing Co., Ltd.: HK-0900240 <tsmc.asia>;
- 悅诗风吟 (Innisfree Corporation): HK-1600911 <inn-isfree.com>; HK-1600912 <innisfreechina.com>; HK-1600913 <ysfyshopping.com>;
- 株式会社爱茉莉太平洋 (Amore Pacific Corporation): HK-1600903 <laneiges.com>; HK-1600904 <sulwhasoo.sale.com>; HK-1600905 <laneige.cn.com>; HK-1600914 <ryoshampoo.com>; HK-1600915 <amoresale.com>; HK-1600916 <innisfree.com>;
- Mitsumi Electric Co., Ltd. and Minebea Co., Ltd.: HK-1600906 <minebea-mitsumi.com>; <minebeamitsumi.com>;
- Eurofactor: DCN-1600705 <eurofactor.cn>;
- 深圳市大疆创新科技有限公司 (Shenzhen Dajiang Science and Technology Innovations Co. Ltd.): DCN-1500667 <dji.cn>; DCN-1500668 <dji.com.cn>;
- The Zippertubing Company: FA1602001660820 <zt.com>;
- 博科通讯系统有限公司 (Brocade Communications Systems, Inc.): DCN-1500652 <brocadechina.cn>; <brocadecn.cn>;
- 珀金斯控股有限公司 (Perkins Holdings Limited): DCN-1500645 <珀金斯.cn>;
- Sanmina Corporation: FA1509001637466 <sanmina-tech.com>;
- Udacity, Inc.: DCN-1500644 <udacitymail.cn>; <youdacity.com.cn>;
- 孟士打控股有限公司 (Mayer Brown JSM Holdings Limited): DCN-1500621 <mayerbrownjsm.cn>;
- Google Inc.: FA1503001609085 <gotogoogle.com>; FA1504001614336 <androidpay.com>; <androidway.net>;
- Ate My Heart Inc: DCN-1400571 <ladygaga.cn>;
- Cathay Pacific Airlines: DCN-1300522 <asiamiles.com.cn>;
- East IP Inc.: HK-1300481 <beijingeastip.com>;
- Exxon Mobil Corporation: HK-1300531 <santoprene-tpv.com>;
- Amazon Technologies Inc.: DCN-1300538 <awscloud.cn>; <awscloud.com.cn>;

- <amazonec2.com.cn>; <amazon3.cn>; <amazon3.com.cn>; <amazonwebservices.cn>;  
<amazonwebservices.com.cn>; <awsamazon.cn>; <awsamazon.com.cn>; FA1612001708538  
<amazonbegin.com>; FA1711001758917 <amazonafc.com> and 21 other domains;
- Disney Enterprises, Inc.: HK-0800202 <香港迪士尼乐园.net>; HK-0800210 <迪士尼乐园.biz>;  
<迪士尼樂園.biz>; <迪士尼乐园.biz>; and <迪斯尼樂園.biz>;
  - Wal-Mart Stores, Inc. and Wal-Mart China Co., Ltd.: HK-0800229 <沃尔玛中国.com>; HK-  
0800223 <沃尔玛中国.net>;
  - Li Ka Shing Foundation Limited: HK-0800181 <李嘉诚基金会.com>;
  - Cheung Kong Infrastructure Holdings Limited: HK-0800177 <长江基建集团.com>; HK-  
0800179 <长江基建.com>;
  - Cheung Kong (Holdings) Limited: HK-0800188 <長江實業.com>; HKcc-0800003 <香港长江集  
团.cc>; HK-0800173 <長江.com>; HK-0800172 <长江.com>; HKcc-0800004 <长江.cc>.